

**UNITED STATES DISTRICT COURT
NORTH DISTRICT OF NEW YORK**

GRANT W. KYLE,

Plaintiff,

vs.

**AMAZON.COM, INC., and
GREEN BIRD, LTD.,**

Defendants.

**Civil Action No.
5:21-cv-919 (BKS/ML)**

AMENDED COMPLAINT

Plaintiff, GRANT W. KYLE, by and through his attorneys, Smith, Sovik, Kendrick & Sugnet, P.C., as and for his Amended Complaint against Defendants, AMAZON.COM, INC., and GREEN BIRD, LTD. states and alleges as follows:

1. That at all times hereinafter mentioned, Plaintiff, Grant W. Kyle, was and continues to be a natural person who is a resident of Cayuga County and the State of New York, residing at 8625 Ball Road, Weedsport, New York 13166.

2. Upon information and belief and at all times hereinafter mentioned, Defendant, Amazon.com, Inc., was and continues to be a foreign business corporation, created, duly organized under and existing by virtue of the laws of the State of Delaware.

3. That at all times hereinafter mentioned, Defendant, Amazon.com, Inc., was and still is a foreign business corporation duly authorized to do business in the State of New York.

4. Upon information and belief and at all times hereinafter mentioned, Defendant, Amazon.com, Inc. (hereinafter “Amazon”), maintains a principal place of business at 410 Terry Avenue North, Seattle, Washington 98109-5210.

5. That at all times hereinafter mentioned, Defendant, Green Bird LTD. (“Green Bird”), was and is a foreign business corporation with its principal place of business located at Jing Hao E Business Park, 3rd Floor, Room 321, Long Gang District, Nan Wan Street Gold North Road No. 5, Shen Zhen City, Guangdongsheng, 518112 CN.

6. That at all times hereinafter mentioned, upon information and belief, Defendant, Green Bird, was and is a foreign business corporation duly authorized to do business in the State of New York.

7. That at all times hereinafter mentioned, Green Bird was and is a third-party seller that utilized Amazon’s services such that Green Bird sold certain products through Amazon’s website.

8. On or about March 12, 2020, Defendant, Amazon, shipped a package of two items to Plaintiff, Grant W. Kyle, which included a waffle maker and a sickle.

9. That at all times hereinafter mentioned, Green Bird was the third-party seller of the sickle which Amazon shipped to Mr. Kyle.

10. On or about March 14, 2020, Plaintiff, Grant W. Kyle, opened the package he received from Defendant, Amazon, to remove the waffle maker and sickle.

11. The packaging on the sickle was insufficient and did not properly protect Plaintiff, Grant W. Kyle, while removing the items from the box.

12. Defendant, Green Bird, failed to provide any sheathing or other protective equipment or encasing on the sickle so as to protect consumers in Mr. Kyle's position from injury.

13. Defendant, Amazon, failed to provide any sheathing or other protective equipment or encasing on the sickle so as to protect consumers in Mr. Kyle's position from injury.

14. Defendant, Green Bird, failed to provide any warnings on the sickle or packaging to alert consumers in Mr. Kyle's position of the dangers of the product, namely its sharp blade.

15. Defendant, Amazon, failed to provide any warnings on the sickle or packaging to alert consumers in Mr. Kyle's position of the dangers of the product, namely its sharp blade.

16. As Plaintiff, Grant W. Kyle, was attempting to remove the items from the box, two digits of his left hand were sliced by the unprotected blade of the sickle.

17. Plaintiff, Grant W. Kyle, suffered severe and permanent injuries to his left hand.

AS AND FOR A FIRST CAUSE OF ACTION
AGAINST DEFENDANT AMAZON

18. Plaintiff reiterates and realleges paragraphs “1” through “17” as if more fully set forth herein.

19. The negligence of Defendant, Amazon, its agents, servants, and/or employees, consisted of but was not limited to: failure to properly package its products in a manner safe for public use; failure to inspect the packaging of a dangerous product prior to shipping; failure to adequately warn, or provide any warning of the dangers of its products, and in negligently manufacturing, designing, marketing, distributing and selling said product which resulted in Plaintiff's injuries.

20. As a result of Defendant, Amazon's negligence and through no fault of Plaintiff's own contribution, Plaintiff was caused to and did sustain serious and permanent personal injuries by said product which was negligently packaged and shipped and inherently dangerous. Plaintiff has and will continue to suffer great physical and mental pain; severe and permanent scarring of his body; lost wages and medical expenses.

21. As a direct and proximate result of the foregoing, Defendants are jointly and severally liable for Mr. Kyle's injuries.

22. As a result of the foregoing, Plaintiff, Grant W. Kyle, seeks judgment for monetary damages.

AS AND FOR A SECOND CAUSE OF ACTION
AGAINST DEFENDANT GREEN BIRD

23. Plaintiff reiterates and realleges paragraphs “1” through “22” as if more fully set forth herein.

24. The negligence of Defendant, Green Bird, its agents, servants, and/or employees, consisted of but was not limited to: failure to properly package its products in a manner safe for public use; failure to inspect the packaging of a dangerous product prior to shipping; failure to adequately warn, or provide any warning of the dangers of its products, and in negligently manufacturing, designing, marketing, distributing and selling said product which resulted in Plaintiff’s injuries.

25. As a result of Defendant, Green Bird’s negligence and through no fault of Plaintiff’s own contribution, Plaintiff was caused to and did sustain serious and permanent personal injuries by said product which was negligently packaged and shipped and inherently dangerous. Plaintiff has and will continue to suffer great physical and mental pain; severe and permanent scarring of his body; lost wages and medical expenses.

26. As a direct and proximate result of the foregoing, Defendants are jointly and severally liable for Mr. Kyle’s injuries.

27. As a result of the foregoing, Plaintiff, Grant W. Kyle, seeks judgment for monetary damages.

WHEREFORE, Plaintiff, Grant W. Kyle, demands judgment against Defendants in an amount exceeding the jurisdictional amounts of all lower courts, together with such interest, disbursements, and costs to the fullest extent permitted by law, and for such further and different relief as this Court may deem just and proper.

DATED: March 1, 2022

SMITH, SOVIK, KENDRICK & SUGNET, P.C.

By: 

James W. Cunningham, Esq.

Bar Roll No. 508214

Thomas J. DeBernardis, Esq.

Bar Roll No. 701291

Attorneys for Plaintiff

250 South Clinton Street, Suite 600

Syracuse, New York 13202

(315) 474-2911

TO: Erin W. Grewe, Esq.

CAMPBELL CONROY & O'NEIL, P.C.

Attorneys for Defendant

1205 Westlakes Drive, Suite 330

Berwyn, Pennsylvania 19312

(610) 964-6391

Green Bird, LTD.

Jing Hao E Business Park

3rd Floor, Room 321

Long Gang District

Nan Wan Street Gold North Road No. 5

Shen Zhen City, Guangdongsheng, 518112 CN.

lixueying777@sina.com